

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

UNITED STATES OF AMERICA)
)
 vs.)
)
 PREMIER MANUFACTURING INC.)

Criminal No: **2:05-344**

PLEA AGREEMENT

AGREEMENT made this 23 day of March, 2005, between and among the United States of America, as represented by United States Attorney JONATHAN S. GASSER, Assistant United States Attorney Rhett DeHart; the Defendant, **PREMIER MANUFACTURING INC.**, and Defendant's Attorney, Bart Daniel, Esquire.

IN CONSIDERATION of the mutual promises made herein, the parties hereto agree as follows:

1. The Defendant, **PREMIER MANUFACTURING INC.**, agrees to waive Indictment, FED. R. CRIM. P. 7(b), and arraignment, FED. R. CRIM. P. 10, and agrees to plead guilty to an Information charging the entry of goods falsely classified into the United States, in violation of Title 18, United States Code, Section 541. The elements of this offense are as follows: Whoever (1) knowingly effects any entry of goods, (2) at less than the true weight or measure thereof, or (3) by the payment of less than the amount of duty legally due is guilty of a crime.
2. The parties stipulate and agree that in addition to paying full restitution to the United States Customs Service for the lost duties that were caused by the crime charged in the Information, **PREMIER MANUFACTURING INC.** will pay a \$100,000 criminal fine to the United States Customs Service. The parties further stipulate and agree that this

Plea Agreement is filed pursuant to FED. R. CRIM. P. 11(c)(1)(C) and if such plea is accepted by the Court, the disposition agreed to herein is binding on the Court.

3. The Defendant, **PREMIER MANUFACTURING INC.**, understands that in addition to any fines that the Court may impose, the Court will assess \$100.00 for each felony count to which it pleads guilty. The Defendant agrees to pay the special assessment by certified check or money order and to deliver the special assessment, on the day the Defendant executes this Plea Agreement, to the Clerk, U.S. District Court, in compliance with the Statement of Special Assessment Amount attached hereto. The Defendant further agrees that any monetary penalty that the Court imposes, including the special assessment, fine, costs or restitution, is due immediately unless otherwise stated by the Court. The Defendant further agrees to submit a fully completed Financial Statement of Debtor form as requested by the United States Attorney's Office. The Defendant further agrees that failure to pay the special assessment at the time of the entry of the guilty plea may result in the obligations of the Attorneys for the Government within this agreement becoming null and void. The Defendant understands that any monetary penalty imposed is not dischargeable in bankruptcy. The Defendant further understands that if he fails to pay the special assessment, this unpaid debt will be turned over to the collections division within the U.S. Attorney's Office for collection, 18 U.S.C. § 3013.
4. The Attorneys for the Government agree not to prosecute the Defendant, **PREMIER MANUFACTURING INC.**, for other offenses committed in the District of South Carolina prior to the date of this agreement, which are the same or similar character as those cited herein, with the understanding by the Defendant that no limitation shall be

placed upon the Court's consideration of information concerning the background, character, and conduct of the Defendant for the purpose of imposing an appropriate sentence, and such other offenses may be considered as relevant conduct pursuant to Section 1B1.3 of the United States Sentencing Commission Guidelines, FED R. CRIM. P. 8(a). The Attorneys for the Government agree not to prosecute any officers, agents, or employees of the Defendant for any offense which is the same or similar to those which gave rise to the Information.


5. The Defendant, **PREMIER MANUFACTURING INC.**, acknowledges that this plea agreement does not prohibit the United States Department of Justice or the United States Customs Service from pursuing any civil claim or cause of action. The Attorneys for the Government agree that the Defendant shall have the right to contest any such penalties.
6. The parties hereby agree that this Plea Agreement contains the entire agreement of the parties; that this Agreement supersedes all prior promises, representations and statements of the parties; that this Agreement shall not be binding on any party until the Defendant tenders a plea of guilty to the court having jurisdiction over this matter; that this Agreement may be modified only in writing signed by all parties; and that any and all other promises, representations and statements, whether made prior to, contemporaneous with or after this Agreement, are null and void.

DATE



PREMIER MANUFACTURING INC.,
Defendant

DATE




Bart Daniel
Attorney for the Defendant

DATE

3/23/05

JONATHAN S. GASSER
UNITED STATES ATTORNEY

BY: _____


Rhett DeHart
Assistant U. S. Attorney